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9 Logistics, Inc. and Cathay Industries USA, Inc.

10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 AIT WORLDWIDE LOGISTICS, INC.,
13 and CATHAY INDUSTRIES USA INC.,

14 Plaintiffs,

15 vs.

16 HSIN SILK ROAD SHIPPING LTD. and
17 HSIN SILK ROAD SHIPPING USA,
18 INC., *in personam*,

19 And

20 A Cargo of Household Goods and Non-
21 Hazardous Pigment Oxide Transported
22 from Ningbo, China to Los Angeles,
23 California, pursuant to Bills of Lading
24 Nos. HSRNGB2021030018,
25 HSRNGB2021030019,
26 HSRNGB2021030020,
27 HSRNGB2021030104,
28 HSRNGB2021030105,
HSRNGB2021030108,
HSRNGB2021030116, and
HSRNGB2021030117, dated and
shipped on board on October 7, 2021,
in rem,

Defendants.

Case No. 2:22-cv-2630

IN ADMIRALTY

**VERIFIED COMPLAINT OF AIT
WORLDWIDE LOGISTICS, INC. AND
CATHAY INDUSTRIES USA, INC.**

SUPP. ADMIRALTY RULE D

1
2 NOW COME the plaintiffs AIT WORLDWIDE LOGISTICS, INC. ("AIT") and
3 CATHAY INDUSTRIES USA INC. ("Cathay") (collectively, "Plaintiffs"), by their
4 undersigned attorneys, and for their Verified Complaint allege as follows:

5 **JURISDICTION AND VENUE**

6 1. This is an action within the admiralty jurisdiction of this court pursuant to
7 28 U.S.C. §1331 and 28 U.S.C. §1331(1), and is an admiralty or maritime claim
8 within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Pursuant
9 to 28 U.S.C. § 1333, the district court has original and exclusive jurisdiction over
10 this matter.

11 2. Admiralty jurisdiction is based on bills of lading identified below, which are
12 maritime contracts for the transport of marine intermodal containers from China
13 to the United States, and cargo loaded in said containers, which is maritime
14 property. This maritime action is to recover containers loaded with Plaintiffs'
15 cargo and discharged at the Port of Los Angeles, California, which have been
16 unlawfully detained by defendants. Further, this is an action for conversion and
17 breach of the ocean bills of lading for the subject containers.

18 3. This is a petitory and possessory action under the Federal Rules of Civil
19 Procedure, Supplemental Rules for Admiralty or Maritime Claims and Asset
20 Forfeiture Actions, Rule D. Petitory and possessory actions may be used to
21 recover cargo covered by a bill of lading. *Thypin Steel Co. v. Asoma Corp.*, 215
22 F. 3d 273, 282-83 (2nd Cir. 2000); *Matsuda v. Wada*, 128 F. Supp. 2d 659, 670
23 (D. Haw. 2000). This Court also has the power to declare rights and liabilities
24 pursuant to the Federal Declaratory Act, 28 U.S.C. §2201.

25 4. This Court has supplemental jurisdiction over common law claims
26 pursuant to 28 U.S.C. §1367.

27 5. Venue is proper in this Court because the containerized cargo, listed in
28 the Bills of Lading and identified below, is physically located within the Central

1 District of California. In addition, any and all unlawful charges claimed by
 2 defendants resulted from activities at the Port of Los Angeles, California, within
 3 this district. Venue is proper in the United States District Court for the Central
 4 District of California pursuant to 28 U.S.C. §1391(b)(2).

5 **THE PARTIES**

6 6. Plaintiff AIT is a corporation organized under the laws of Illinois, United
 7 States, with its principal place of business at Itasca, Illinois.

8 7. Plaintiff Cathay is a corporation organized under the laws of Nevada,
 9 United States, with its principal place of business at Bartlett, Illinois.

10 8. Defendant HSIN Silk Road Shipping Ltd. is, upon information and
 11 belief, a foreign business entity located in Hong Kong ("HSIN").

12 9. Defendant HSIN Silk Road Shipping USA, Inc. is a Texas corporation
 13 with a principal place of business in Sugar Land, Texas ("HSIN USA").

14 **FACTS**

15 10. AIT is the consignee of 39-intermodal marine containers transported
 16 over navigable waters aboard the *M/V Nomadic Milde* (the "Vessel") pursuant to
 17 six ocean bills of lading issued by Defendants, true and accurate copies of which
 18 are submitted herewith as Exhibit 1 and made a part hereof ("AIT Containers").

19 11. Cathay is the consignee of 10-intermodal marine containers
 20 transported over navigable waters aboard the Vessel pursuant to two ocean bills
 21 of lading issued by defendants, true and accurate copies of which are submitted
 22 herewith as Exhibit 2 and made a part hereof ("Cathay Containers").

23 12. The 49-intermodal marine containers (39 AIT-containers and 10-
 24 Cathay containers identified in the following table, hereafter, "Containers") were
 25 loaded with cargo consisting of household goods and non-hazardous pigment
 26 oxide identified in bills of lading issued by Defendants (hereafter "Cargo"):
 27
 28

Bill of Lading	Container	Description of goods
HSRNGB2021030018	CICU2267693/HSR210554 L YGU6136595/HSR210555 L YGU6136023/HSR210553 LYGU6136450/HSR210557 LYGU6136698/HSR210556 LYGU6136580/HSR210539 L YGU6136677/HSR210559 LYGU6136471/HSR210540 L YGU6136846/002371 L YGU6136738/HSR210531 LYGU6137138//HSR210560 LYGU6136574 HSR210551 LYGU6137565/HSR210532 L YGU6136511/HSR210533 LYGU6137518/HSR210537 CICU2269166/HSR210535 CICU2269124/HSR210536 CICU2269150/HSR210534 CICU2269145/HSR212941 L YGU6136635/HSR210538	10,400 cartons of ceramic bowls
HSRNGB2021030019	TDLU6233910/HSR212989 TDLU6233930/HSR212985 TDLU6233967/HSR212982 TDLU6234238/HSR210303 TDLU6234264/HSR212987 TDLU6234304/HSR212983 TDLU6234407/HSR210310 TDLU6235131/HSR212990	26,423 cartons of blenders, mixers, and steam irons
HSRNGB2021030020	LYGU6136173/HSR212981 LYGU6136954/HSR212988 LYGU6136300/HSR212984 LYGU6137544/HSR212986 MCCU3034421/HSR210305	6,390 cartons of toasters and toaster ovens
HSRNGB2021030104	NYTU2102840/HSR210270 MCCU3034334/HSR210261	1,347 cartons of air compressors
HSRNGB2021030105	NYTU2103024/HSR210309	301 cartons of faucets, s/s lavatory fittings, valves, towel holders, paper holders, and wash machine outlet

1	Bill of Lading	Container	Description of goods
2			boxes with valves
3	HSRNGB2021030108	TDLU6234449/HSR212976 TDLU6234140/HSR212978 TDLU6234412/HSR212971	555 cartons of chairs, benches, coffee tables, and sofas
5	HSRNGB2021030117	TEMU3494746/HSR212999 TEMU5990318/HSR212993 TGHU1561960/HSR212998 TEMU4688453/HSR213000	100 bags of pigments
8	RSRNGB2021030116	BBTU8677439/HSR212995 CSLU1137860/HSR212996 HJLU1197790/HSR212997 HJLU1350173/HSR212991 TEMU3498274/HSR212994 TEMU4452112/HSR212992	120 bags of pigments

13 13. HSIN was the carrier of the AIT Containers and the Cathay
14 Containers, pursuant to the bills of lading. See Exh. 1 and Exh. 2.

15 14. HSIN USA is the agent for HSIN in the United States (HSIN and
16 HSIN USA hereafter collectively, "Defendants")

17 15. AIT and Cathay did not book the carriage of the AIT Containers or
18 the Cathay Containers with HSIN, but booked via a booking agent in China. At
19 the time of booking, the agent never advised AIT or Cathay of any potential
20 additional charges for berthing, terminal handling charges or storage, all of which
21 were included in the freight charge, which was prepaid by Plaintiffs.

22 16. On or about October 7, 2021, the AIT Containers and the Cathay
23 Containers, loaded with Plaintiffs' Cargo, were shipped aboard the Vessel
24 pursuant to the bills of lading. Exhs. 1 and 2.

25 17. AIT and Cathay prepaid all freight due and owing, as indicated in
26 the bills of lading. Exhs. 1 and 2.

18. The Vessel berthed at the Port of Los Angeles, California on or about March 11, 2022, over 100 days after its intended arrival, due to no fault of AIT or Cathay.

19. The AIT Containers and Cathay Containers were discharged from the Vessel at the Port of Los Angeles, California on or about March 12, 2022.

20. Plaintiffs paid the full purchase price for the Cargo, as evidenced by the “telex release” notifications on the bills of lading, such that the Cargo can be released into the immediate possession of Plaintiffs. Exhs. 1 and 2.

21. As of March 22, 2022, after numerous attempts to contact HSIN and other Vessel interests, the Containers had not been released to Plaintiffs, despite AIT and Cathay's readiness to receive them.

22. On March 23, 2022, head owners of the Vessel advised that the AIT Containers and Cathay Containers had been released to HSIN. Further, upon information and belief, head owners were pursuing a claim against HSIN in the amount of about \$7 million.

23. On March 24, 2022, HSIN advised that it would require an additional payment of \$18,500 per container to release the AIT Containers and Cathay Containers. HSIN claimed that the additional payment was for berthing, terminal handling charges and a storage fee.

24. Plaintiffs have never agreed to pay additional charges for berthing, terminal handling, or storage.

25. The AIT Containers and Cathay Containers remain in storage in or near the Port of Los Angeles.

COUNT I

Rule D Possessory and Petitory Claim for Cargo Laden in Intermodal Marine Containers

26. Plaintiffs repeat and re-allege paragraphs 1 through 25 as if fully set forth herein.

1 27. A controversy has arisen regarding Plaintiffs' immediate right to
2 possession of the Cargo.

3 28. Plaintiffs are the lawful consignees of the AIT Containers and
4 Cathay Containers and have fulfilled all obligations on their part to be performed.

5 29. The Cargo, loaded in the containers, is currently in Defendants'
6 possession and control and is being stored, on information and belief, in or near
7 the Port of Los Angeles at 168 Cannery Street, San Pedro, CA 90731, in
8 unknown condition. Despite repeated requests, Defendants refuse to release the
9 AIT Containers and Cathay Containers to Plaintiffs as required by law and by the
10 bills of lading.

11 30. Pursuant to Rule D of the Supplemental Rules of Civil Procedure for
12 Admiralty or Maritime Claims and Asset Forfeiture Actions, Plaintiffs are entitled
13 to bring an action for possession of the Cargo.

14 31. Plaintiffs have paid for the Cargo and telex releases evidencing
15 payment have been issued. Plaintiffs therefore hold title to the Cargo and have
16 the right to possession of the Cargo.

17 32. Further, because Plaintiffs prepaid all freight for the Cargo, in full,
18 and never agreed to pay additional charges for berthing, terminal handling, or
19 storage, Plaintiffs have fully satisfied the bill of lading contracts and are entitled
20 to immediate possession. Defendants' claimed charges for berthing, terminal
21 handling charges and a storage fee were false, upon information and belief.
22 HSIN's own delay in locating a berth for the Vessel is the cause of its own
23 financial hardship and is in no way attributable to AIT or Cathay.

24 33. Defendants continue to hold the AIT Containers and Cathay
25 Containers unlawfully, to the detriment of plaintiffs, as the goods contained
26 therein are not being delivered to destination, causing damage to Plaintiff.
27 Defendants do not hold either legal title or a possessory interest in the Cargo.
28

34. Plaintiffs request an immediate order from this Court declaring their right to recover possession of the Cargo, and ordering that Defendants release the Cargo into Plaintiffs' possession.

COUNT II

Conversion

35. Plaintiffs repeat and re-allege paragraphs 1 through 25 as if fully set forth herein.

36. Plaintiffs are the consignees and rightful receivers of the AIT Containers and Cathay Containers and have the unconditional right to take possession of the AIT Containers and Cathay Containers.

37. AIT and Cathay demanded the release of the AIT Containers and Cathay Containers by defendants. See Exh. 3.

38. Defendants rejected Plaintiffs' demand for release of the AIT Containers and Cathay Containers. See Exh. 4.

39. Defendants have unlawfully and intentionally exercised dominion and control over the AIT Containers and Cathay Containers without authorization.

40. As a result of the foregoing, Plaintiffs have suffered damages in excess of \$1 million for the goods loaded in the AIT Containers and Cathay Containers.

COUNT III

Breach of Contract

41. Plaintiffs repeat and re-allege paragraphs 1 through 25 as if fully set forth herein.

42. Defendants issued bills of lading for the AIT Containers and Cathay Containers. Exh. 1 and 2.

43. Pursuant to the bills of lading, defendants agreed to deliver the AIT Containers and Cathay Containers to plaintiffs in exchange for payment of freight.

44. Plaintiffs paid all freight charges and otherwise performed all duties and responsibilities required of them under the bills of lading.

45. Defendants have refused to deliver the AIT Containers and Cathay Containers to Plaintiffs, in breach of the bills of lading.

46. Plaintiffs bring this action on their own behalf and as agents and trustees, on behalf of and for the interest of all parties who may be or become interested in the AIT Containers and Cathay Containers, as the respective interests may ultimately appear, and Plaintiffs are entitled to maintain this action.

47. By reason of the premises, Plaintiffs have sustained damages in excess of \$1 million, plus costs, expenses and interest.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief as follows:

As to Count I

A. That a Warrant of Arrest in due form or law and according to the practice of this Honorable Court in cases of admiralty and maritime jurisdiction issue against the Cargo laden in the 49 above-identified Containers (39-AIT Containers and 10-Cathay Containers), pursuant to Supplemental Rule D for Admiralty or Maritime Claims and Asset Forfeiture Actions of the Federal Rules of Civil Procedure.

B. That the AIT Containers and Cathay Containers be seized when found within this district pursuant to Rules D and E of the Supplemental Rules for Admiralty or Maritime Claims.

C. For an order issuing that Plaintiffs are entitled to legal title and possessory rights of the Cargo and for a commensurate order compelling Defendants

1 to release the AIT Containers and the Cathay Containers to AIT and
2 Cathay, respectively.

3 D. That the Court enter judgment in favor of Plaintiffs and enter an Order
4 confirming Plaintiffs' right to possession, allowing the release of the Cargo.

5 E. That Plaintiffs have such other and further relief as the Court deems just
6 in the premises, including costs, expenses and attorneys' fees.

7 As to Counts II and III

8 F. That judgment be entered in Plaintiffs' favor and against Defendants,
9 jointly and severally, in an amount to be determined at trial, plus costs,
10 expenses and interest.

11 As to all Counts

12 G. That Plaintiffs have such other and further relief as in law and justice they
13 may be entitled to receive, including attorneys' fees.

14 Dated: April 20, 2022

Respectfully submitted,

16 /s/ Neil B. Klein

17 Neil B. Klein
18 Attorneys for Plaintiffs AIT Worldwide
19 Logistics, Inc. and Cathay Industries USA,
20 Inc.
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VERIFICATION OF AIT WORLDWIDE LOGISTICS, INC.

I, Ryan M. Lanterman, am an authorized representative of AIT Worldwide Logistics, Inc., and make this Verification in support of its Verified Complaint. I have read the foregoing Verified Complaint. I am familiar with the underlying facts recited in the Verified Complaint and hereby verify that they are true to the best of my knowledge, except to those matters stated on information and belief and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 19th day of April 2022, at Itasca, Illinois, USA.



NAME: Ryan M. Lanterman

VERIFICATION OF CATHAY INDUSTRIES USA INC.

I, Kevin Miles, am an authorized representative of Cathay Industries USA Inc., and make this Verification in support of its Verified Complaint. I have read the foregoing Verified Complaint. I am familiar with the underlying facts recited in the Verified Complaint and hereby verify that they are true to the best of my knowledge, except to those matters stated on information and belief and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 19th day of April 2022, at _____.

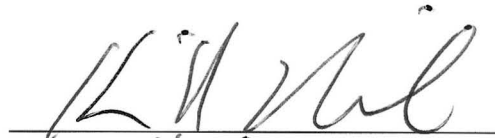



NAME: Kevin H. Miles

EXHIBIT 1

Shipper AIT WORLDWIDE LOGISTICS(SHANGHAI)COMPANY LIMITED RM1009-10,RUIFENG INTERNATIONAL BUILDING 248 YANG SHU PU ROAD SHANGHAI,20082,P.R.CHINA		BL NO : LAX030018 HSRNGB2021030018	
Consignee AIT WORLDWIDE LOGISTICS INC 701B ASHLAND AVE BAYS 9 & 10 FOLCROFT,PA 19032 OFFICE: +1(610) 583-7191 X3721 EMAIL: PHILINTERNATIONAL@AITWORLDWIDE.COM MSC CODE: US127586		 新絲路航運 HSIN SILK ROAD SHIPPING	
Notify Party SAME AS CONSIGNEE		OCEAN BILL OF LADING RECEIVED - the goods in apparent good order and condition as specified below unless otherwise stated herein. The Carrier in accordance with the provisions contained in this document: 1) undertakes to perform, or to procure the performance of the entire transport from the place at which the goods are taken in charge to the place designated for delivery in this document and 2) assumes liability as prescribed in this document for such transport. One of the Bills of Lading must be surrendered duly indorsed in exchange for the goods or delivery order.	
Ocean vessel NOMADIC MILDE/HSR03	Port of loading NINGBO		
Port of discharge LOS ANGELES,CA	Place of delivery LOS ANGELES,CA	Freight payable at	Number of original B/L
Marks and Nos. N/M	Number and kind of packages 10400 CARTONS	Description of goods CERAMIC BOWLS	Gross weight(Kgs) 343376 KGS Measurement(m³) 1360 CBM
CICU2267693/HSR210554/40HQ/520/17,168.800/68.000 LYGU6136595/HSR210555/40HQ/520/17,168.800/68.000 LYGU6136023/HSR210553/40HQ/520/17,168.800/68.000 LYGU6136450/HSR210557/40HQ/520/17,168.800/68.000 LYGU6136698/HSR210556/40HQ/520/17,168.800/68.000 LYGU6136580/HSR210539/40HQ/520/17,168.800/68.000 LYGU6136677/HSR210559/40HQ/520/17,168.800/68.000 LYGU6136471/HSR210540/40HQ/520/17,168.800/68.000 LYGU6136846/002371/40HQ/520/17,168.800/68.000 LYGU6136738/HSR210531/40HQ/520/17,168.800/68.000 LYGU6137138/HSR210560/40HQ/520/17,168.800/68.000 LYGU6136574/HSR210551/40HQ/520/17,168.800/68.000 LYGU6137565/HSR210532/40HQ/520/17,168.800/68.000 LYGU6136511/HSR210533/40HQ/520/17,168.800/68.000 LYGU6137518/HSR210537/40HQ/520/17,168.800/68.000 CICU2269166/HSR210535/40HQ/520/17,168.800/68.000 CICU2269124/HSR210536/40HQ/520/17,168.800/68.000 CICU2269150/HSR210534/40HQ/520/17,168.800/68.000 CICU2269145/HSR212941/40HQ/520/17,168.800/68.000 LYGU6136635/HSR210538/40HQ/520/17,168.800/68.000			
SHIPPED ON BOARD SHIPPER'S LOAD & COUNT & SEAL 2021-10-07 40'HQ×20 CY/CY THIS SHIPMENT CONTAINS NO SOLID WOOD PACKING MATERIALS ABOVE PARTICULARS FURNISHED BY SHIPPER			
Freight and charges FREIGHT PREPAID		IN WITNESS (Whereof the number of original Bills of Lading stated above have been signed, one of which being accomplished, the others) to be void	
Agent at destination HSIN SILK ROAD SHIPPING USA, INC 1923 EDENFIELD LN SUGAR LAND, TX 77479 TEL: 713-922-5819		Place and date of issue Signed for or on behalf of the Carrier HSIN SILK ROAD SHIPPING LTD as Carrier	


TERMS AND CONDITIONS AS PER ORIGINAL BILL OF LADING

No. 0000302

Shipper AIT WORLDWIDE LOGISTICS(SHANGHAI)COMPANY LIMITED RM1009-10,RUIFENG INTERNATIONAL BUILDING 248 YANG SHU PU ROAD SHANGHAI,200082,P.R.CHINA TEL:65321317		BL NO. : LAX030019 HSRNGB2021030019	
Consignee AIT WORLDWIDE LOGISTICS INC. 19901 SOUTH HAMILTON AVENUE TORRANCE, UNITED STATES MSC CODE: US277200		 新絲路航運 HSIN SILK ROAD SHIPPING	
Notify Party SAME AS CONSIGNEE		OCEAN BILL OF LADING RECEIVED - the goods in apparent good order and condition as specified below unless otherwise stated herein. The Carrier in accordance with the provisions contained in this document: 1) undertakes to perform, or to procure the performance of the entire transport from the place at which the goods are taken in charge to the place designated for delivery in this document and 2) assumes liability as prescribed in this document for such transport. One of the Bills of Lading must be surrendered duly indorsed in exchange for the goods or delivery order.	
Ocean vessel NOMADIC MILDE/HSR03	Port of loading NINGBO		
Port of discharge LOS ANGELES,CA	Place of delivery LOS ANGELES,CA	Freight payable at	Number of original B/L
Marks and Nos. N/M	Number and kind of packages 26423 CARTONS	Description of goods BLENDER MIXER STEAM IRON	Gross weight(Kgs) 97236.72 Measurement(m³) 523.23 CBM
TDLU6233910/HSR212989/40HQ/1074/10,310.400/65.810 TDLU6233930/HSR212985/40HQ/1074/10,310.400/65.810 TDLU6233967/HSR212982/40HQ/3860/13,780.200/67.830 TDLU6234238/HSR210303/40HQ/4215/13,256.180/65.180 TDLU6234264/HSR212987/40HQ/4215/13,256.180/65.180 TDLU6234304/HSR212983/40HQ/4536/11,651.160/60.920 TDLU6234407/HSR210310/40HQ/3234/11,416.020/67.320 TDLU6235131/HSR212990/40HQ/4215/13,256.180/65.810			
SHIPPER'S LOAD & COUNT & SEAL		SHIPPED ON BOARD 2021-10-07	
40'HQ×8 CY/CY THIS SHIPMENT CONTAINS NO SOLID WOOD PACKING MATERIALS ABOVE PARTICULARS FURNISHED BY SHIPPER			
Freight and charges FREIGHT PREPAID		IN WITNESS (Whereof the number of original Bills of Lading stated above have been signed, one of which being accomplished, the others) to be void	
Agent at destination HSIN SILK ROAD SHIPPING USA, INC 1923 EDENFIELD LN SUGAR LAND, TX 77479 TEL: 713-922-5819		Place and date of issue Signed for or on behalf of the Carrier HSIN SILK ROAD SHIPPING LTD as Carrier	


TERMS AND CONDITIONS AS PER ORIGINAL BILL OF LADING

No. 0000302

Shipper AIT WORLDWIDE LOGISTICS(SHANGHAI)COMPANY LIMITED RM1009-10,RUIFENG INTERNATIONAL BUILDING 248 YANG SHU PU ROAD SHANGHAI,200082,P.R.CHINA TEL:65321317		BL NO : LAX030020 HSRNGB2021030020	
Consignee AIT WORLDWIDE LOGISTICS INC. 19901 SOUTH HAMILTON AVENUE TORRANCE, UNITED STATES MSC CODE: US277200		 新絲路航運 HSIN SILK ROAD SHIPPING	
Notify Party SAME AS CONSIGNEE		OCEAN BILL OF LADING RECEIVED: the goods in apparent good order and condition as specified below unless otherwise stated herein. The Carrier in accordance with the provisions contained in this document: 1) undertakes to perform, or to procure the performance of, the entire transport from the place at which the goods are taken in charge to the place designated for delivery in this document and 2) assumes liability as prescribed in this document for such transport. One of the Bills of Lading must be surrendered duly indorsed in exchange for the goods or delivery order.	
Ocean vessel NOMADIC MILDE/HSR03	Port of loading NINGBO		
Port of discharge LOS ANGELES,CA	Place of delivery LOS ANGELES,CA	Freight payable at	Number of original B/L
Marks and Nos. N/M	Number and kind of packages 6390 CARTONS	Description of goods TOASTER TOASTER OVEN	Gross weight(Kgs) 35960.6 KGS Measurement(m³) 342.32 CBM
LYGU6136173/HSR212981/40HQ/2750/7,150.000/69.740 LYGU6136954/HSR212988/40HQ/910/7,189.000/69.380 LYGU6136300/HSR212984/40HQ/910/7,189.000/69.380 LYGU6137544/HSR212986/40HQ/910/7,216.300/66.910 MCCU3034421/HSR210305/40HQ/910/7,216.300/66.910			
SHIPPER'S LOAD & COUNT & SEAL 40'HQ×5 CY/CY THIS SHIPMENT CONTAINS NO SOLID WOOD PACKING MATERIALS ABOVE PARTICULARS FURNISHED BY SHIPPER		SHIPPED ON BOARD 2021-10-07	
Freight and charges FREIGHT PREPAID		IN WITNESS (Whereof the number of original Bills of Lading stated above have been signed, one of which being accomplished, the others) to be void.	
Agent at destination HSIN SILK ROAD SHIPPING USA, INC 1923 EDENFIELD LN SUGAR LAND, TX 77479 TEL: 713-922-5819		Place and date of issue Signed for or on behalf of the Carrier HSIN SILK ROAD SHIPPING LTD as Carrier	


TERMS AND CONDITIONS AS PER ORIGINAL BILL OF LADING

No. 0000302

Shipper AIT WORLDWIDE LOGISTICS(SHANGHAI)COMPANY LIMITED ROOM 1009-10, RUIFENG INTERNATIONAL BUILDING NO. 248, YANGSHUPU ROAD, SHANGHAI, 200082 CHINA TEX: (86)21 65321317 FAX: (86)21 65321299		BL NO. : LAX030104 HSRNGB2021030104	
Consignee AIT WORLDWIDE LOGISTICS INC 2851 CAMINO DEL RIO SOUTH, SUITE 400 SAN DIEGO, UNITED STATES MSC CODE: US681666		 新絲路航運 HSIN SILK ROAD SHIPPING	
Notify Party AIT WORLDWIDE LOGISTICS INC 2851 CAMINO DEL RIO SOUTH, SUITE 400 SAN DIEGO, UNITED STATES MSC CODE: US681666		OCEAN BILL OF LADING RECEIVED: the goods in apparent good order and condition as specified below unless otherwise stated herein. The Carrier in accordance with the provisions contained in this document: 1) undertakes to perform, or to procure the performance of the entire transport from the place at which the goods are taken in charge to the place designated for delivery in this document and 2) assumes liability as prescribed in this document for such transport. One of the Bills of Lading must be surrendered duly indorsed in exchange for the goods or delivery order.	
Ocean vessel NOMADIC MILDE/HSR03	Port of loading NINGBO	Freight payable at	Number of original B/L
Port of discharge LOS ANGELES,CA	Place of delivery LOS ANGELES,CA		
Marks and Nos. CALIFORNIA AIR TOOLS INC.	Number and kind of packages 1347 CARTONS	Description of goods AIR COMPRESSOR	Gross weight(Kgs) 24773 KGS
		Measurement(m³) 100.37 CBM	
NYTU2102840/HSR210270/20GP/328/9,039.000/30.540 MCCU3034334/HSR210261/40HQ/1019/15,734.000/69.830			
SHIPPER'S LOAD & COUNT & SEAL 20'GP×1 40'HQ×1 THIS SHIPMENT CONTAINS NO SOLID WOOD PACKING MATERIALS ABOVE PARTICULARS FURNISHED BY SHIPPER			
Freight and charges FREIGHT PREPAID		IN WITNESS (Whereof the number of original Bills of Lading stated above have been signed, one of which being accomplished, the others) to be void	
Agent at destination HSIN SILK ROAD SHIPPING USA, INC 1923 EDENFIELD LN SUGAR LAND, TX 77479 TEL: 713-922-5819		Place and date of issue Signed for or on behalf of the Carrier HSIN SILK ROAD SHIPPING LTD as Carrier	


TERMS AND CONDITIONS AS PER ORIGINAL BILL OF LADING

No. 0000302

Shipper AIT WORLDWIDE LOGISTICS(SHANGHAI)COMPANY LIMITED ROOM 1009-10, RUIFENG INTERNATIONAL BUILDING NO. 248, YANGSHUPU ROAD, SHANGHAI, 200082 CHINA TEX: (86)21 65321317 FAX: (86)21 65321299		BL NO. : LAX030105 HSRNGB2021030105	
Consignee AIT WORLDWIDE LOGISTICS INC 2851 CAMINO DEL RIO SOUTH, SUITE 400 SAN DIEGO, UNITED STATES MSC CODE: US681666		 新絲路航運 HSIN SILK ROAD SHIPPING	
Notify Party AIT WORLDWIDE LOGISTICS INC 2851 CAMINO DEL RIO SOUTH, SUITE 400 SAN DIEGO, UNITED STATES MSC CODE: US681666		OCEAN BILL OF LADING RECEIVED: the goods in apparent good order and condition as specified below unless otherwise stated herein. The Carrier in accordance with the provisions contained in this document: 1) undertakes to perform, or to procure the performance of the entire transport from the place at which the goods are taken in charge to the place designated for delivery in this document and 2) assumes liability as prescribed in this document for such transport. One of the Bills of Lading must be surrendered duly indorsed in exchange for the goods or delivery order.	
Ocean vessel NOMADIC MILDE/HSR03	Port of loading NINGBO		
Port of discharge LOS ANGELES,CA	Place of delivery LOS ANGELES,CA	Freight payable at	Number of original B/L
Marks and Nos. BUILDERZ	Number and kind of packages 301 CARTONS	Description of goods FAUCETS S/S LAVATORY FITTINGS VALVES TOWEL HOLDER PAPER HOLDER WASH MACHINE OUTLET BOX WITH VALVES	Gross weight(Kgs) 5044 KGS Measurement(m³) 27.33 CBM
NYTU2103024/HSR210309/20GP/301/5,044.000/27.330		TELEX RELEASE	
SHIPPER'S LOAD & COUNT & SEAL 20'GP×1 CY/CY THIS SHIPMENT CONTAINS NO SOLID WOOD PACKING MATERIALS ABOVE PARTICULARS FURNISHED BY SHIPPER		SHIPPED ON BOARD 2021-10-07	
Freight and charges FREIGHT PREPAID		IN WITNESS (Whereof the number of original Bills of Lading stated above have been signed, one of which being accomplished, the others) to be void	
Agent at destination HSIN SILK ROAD SHIPPING USA, INC 1923 EDENFIELD LN SUGAR LAND, TX 77479 TEL: 713-922-5819		Place and date of issue Signed for or on behalf of the Carrier HSIN SILK ROAD SHIPPING LTD as Carrier	

TERMS AND CONDITIONS AS PER ORIGINAL BILL OF LADING

No. 0000302

Shipper AIT WORLDWIDE LOGISTICS(SHANGHAI)COMPANY LIMITED ROOM 1009-10, RUIFENG INTERNATIONAL BUILDING NO. 248, YANGSHUPU ROAD, SHANGHAI, 200082 CHINA TEX: (86)21 65321317 FAX: (86)21 65321299		BL NO. : LAX030108 HSRNGB2021030108	
Consignee AIT WORLDWIDE LOGISTICS INC 2851 CAMINO DEL RIO SOUTH, SUITE 400 SAN DIEGO, UNITED STATES OFFICE: +1 (858) 642-0644 FAX: +1 (858) 642-6707		 新絲路航運 HSIN SILK ROAD SHIPPING	
Notify Party SAME AS CONSIGNEE		OCEAN BILL OF LADING RECEIVED: the goods in apparent good order and condition as specified below unless otherwise stated herein. The Carrier in accordance with the provisions contained in this document: 1) undertakes to perform, or to procure the performance of the entire transport from the place at which the goods are taken in charge to the place designated for delivery in this document and 2) assumes liability as prescribed in this document for such transport. One of the Bills of Lading must be surrendered duly indorsed in exchange for the goods or delivery order.	
Ocean vessel NOMADIC MILDE/HSR03	Port of loading NINGBO		
Port of discharge LOS ANGELES,CA	Place of delivery LOS ANGELES,CA	Freight payable at	Number of original B/L
Marks and Nos. N/M	Number and kind of packages 555 CARTONS	Description of goods CHAIR BENCH COFFEE TABLE SOFA	Gross weight(Kgs) 8084.25 KGS Measurement(m³) 199.57 CBM
TDLU6234449/HSR212976/40HQ/240/2,795.000/68.160 TDLU6234140/HSR212978/40HQ/81/3,229.950/68.889 TDLU6234412/HSR212971/40HQ/234/2,059.300/62.521		TELEX RELEASE	
SHIPPER'S LOAD & COUNT & SEAL 40'HQ×3 CY/CY THIS SHIPMENT CONTAINS NO SOLID WOOD PACKING MATERIALS ABOVE PARTICULARS FURNISHED BY SHIPPER		SHIPPED ON BOARD 2021-10-07	
Freight and charges FREIGHT PREPAID		IN WITNESS (Whereof the number of original Bills of Lading stated above have been signed, one of which being accomplished, the others) to be void	
Agent at destination HSIN SILK ROAD SHIPPING USA, INC 1923 EDENFIELD LN SUGAR LAND, TX 77479 TEL: 713-922-5819		Place and date of issue Signed for or on behalf of the Carrier HSIN SILK ROAD SHIPPING LTD as Carrier	

TERMS AND CONDITIONS AS PER ORIGINAL BILL OF LADING

No. 0000302

EXHIBIT 2

No. 0000302

LAX030117

HUTAI PIGMENT(SHANGHAI)CO.,LTD
 SUITE 901A,9/F CHINACHEM GOLDEN PLAZA
 77 MODY ROAD,TST EAST
 KOWLOON,HONG KONG
 TEL:852-27212257 FAX:852-27216614

HSRNGB2021030117

CATHAY INDUSTRIES USA INC.
 2340 KENYON ROAD
 BARTLETT, IL 60103, USA
 TEL: 312-233-2311/ 312-233-2305

CONTACT: KAREN PFEIFFER
 EMAIL: KPFEIFFER@CATHAYINDUSA.COM

AIT WORLDWIDE LOGISTICS- OCEAN IMPORT
 701 N. ROHLWING RD, ITASCA, IL 60143, USA
 OFFICE: +1 (630)766-8300 / EXT: 6425

CONTACT: EMILY FAULKNER
 EMAIL: CHICAGOCHB@AITWORLDWIDE.COM
 EMAIL: KPFEIFFER@CATHAYINDUSA.COM

NOMADIC MILDE/HSR03 NINGBO

LOS ANGELES,CA

LOS ANGELES,CA

N/M

100 BAGS

PIGMENT OXIDE RED RA13A
 40BAGS/20PLT/18280KGS
 PIGMENT OXIDE RED F3400GS 76780 KGS 96 CBM
 18BAGS/9PLT/18090KGS
 PIGMENT OXIDE YELLOW F5700GS
 2BAGS/1PLT/1410KGS
 PIGMENT OXIDE BLACK F9330GS
 36BAGS/18PLT/36180KGS
 PIGMENT OXIDE YELLOW F5700GS
 4BAGS/2PLT/2820KGS

TEMU3494746/HSR212999/20GP/40/18,280.000/24.000
 TEMU5990318/HSR212993/20GP/20/19,500.000/24.000
 TGHU1561960/HSR212998/20GP/20/19,500.000/24.000
 TEMU4688453/HSR213000/20GP/20/19,500.000/24.000

PO NO.
 2021-00-32286/33390/33706/34126/32848/34150
 TOTAL 100BAGS IN 50PALLETS
 SHIPPER DECLARED THAT THIS SHIPMENT
 CONTAINS SOLID WOOD PACKAGING MATERIALS

I
 P CN-31020
 P HT
 C

SHIPPER'S LOAD & COUNT & SEAL

SHIPPED ON BOARD

20'GPx4 CY/CY

2021-10-07

THIS SHIPMENT CONTAINS NO SOLID WOOD PACKING MATERIALS

FREIGHT PREPAID

HSIN SILK ROAD SHIPPING USA, INC
 1923 EDENFIELD LN SUGAR LAND, TX 77479
 TEL: 713-922-5819

HUTAI PIGMENT(SHANGHAI)CO.,LTD
SUITE 901A,9/F CHINACHEM GOLDEN PLAZA
77 MODY ROAD,TST EAST
KOWLOON,HONG KONG
TEL:852-27212257 FAX:852-27216614

CATHAY INDUSTRIES USA INC.
2340 KENYON ROAD
BARTLETT, IL 60103, USA
TEL: 312-233-2311/ 312-233-2305
CONTACT: KAREN PFEIFFER
EMAIL: KPFEIFFER@CATHAYINDUSA.COM

AIT WORLDWIDE LOGISTICS- OCEAN IMPORT
701 N. ROHLWING RD, ITASCA, IL 60143, USA
OFFICE: +1 (630)766-8300 / EXT: 6425
CONTACT: EMILY FAULKNER
EMAIL: CHICAGOCHB@AITWORLDWIDE.COM
EMAIL: KPFEIFFER@CATHAYINDUSA.COM
NOMADIC MILDE/HSR03 NINGBO

Place of Origin
LOS ANGELES,CA

Place of Delivery
LOS ANGELES,CA

BL NO.

LAX030116

HSRNGB2021030116



新絲路航運
HSIN SILK ROAD SHIPPING

CASSANBOLLOPADING

WE warrant the goods to be shipped under and subject to the specified terms and conditions of carriage.
The carrier is not responsible for the goods if the shipper's documents are not in conformity with the bill of lading and the carrier's liability is limited to the amount of the freight and charges.
The carrier is not responsible for the goods if the shipper's documents are not in conformity with the bill of lading and the carrier's liability is limited to the amount of the freight and charges.
The carrier is not responsible for the goods if the shipper's documents are not in conformity with the bill of lading and the carrier's liability is limited to the amount of the freight and charges.

Marks and Nos

Number and kind of packages

Description of goods

Gross weight in kg

Measurement in CBM

N/M

120 BAGS

84600 KGS

144 CBM

PIGMENT OXIDE YELLOW F5300GSIP
80BAGS/40PALLETS/56400KGS

PIGMENT OXIDE YELLOW F5300GS
40BAGS/20PALLETS/28200KGS

BBTU8677439/HSR212995/20GP/20/14,100.000/24.000
CSLU1137860/HSR212996/20GP/20/14,100.000/24.000
HJLU1197790/HSR212997/20GP/20/14,100.000/24.000
HJLU1350173/HSR212991/20GP/20/14,100.000/24.000
TEMU3498274/HSR212994/20GP/20/14,100.000/24.000
TEMU4452112/HSR212992/20GP/20/14,100.000/24.000

PO NO.:2021-00-32950/33392/34141
TOTAL 120BAGS IN 60PALLETS
SHIPPER DECLARED THAT THIS SHIPMENT
CONTAINS SOLID WOOD PACKAGING
MATERIALS

TELEX RELEASE

P CN-31020
P HT
C

SHIPPED ON BOARD
2021-10-07

SHIPPER'S LOAD & COUNT & SEAL
20'GPx6 CY/CY

THIS SHIPMENT CONTAINS NO SOLID WOOD PACKING MATERIALS
ABOVE PARTICULARS FURNISHED BY SHIPPER

Freight and charges

FREIGHT PREPAID

Agent's name

HSIN SILK ROAD SHIPPING USA, INC
1923 EDENFIELD LN SUGAR LAND, TX 77479
TEL: 713-922-5819

IN WITNESS

I have signed the bill of lading and the goods are in conformity with the bill of lading.

Place and date of issue

Signed for or on behalf of the Carrier

HSIN SILK ROAD SHIPPING LTD

as Carrier

TERMS AND CONDITIONS AS PER ORIGINAL BILL OF LADING

No. 0000302

EXHIBIT 3



NEW YORK
VIENNA
LONDON
CHICAGO
HOUSTON
SYDNEY

BY EMAIL

HSIN Silk Road Shipping, USA Inc.
1923 Edenfield Lane
Sugarland, Texas 77479
george@hsinship.com
cece@hsinship.com
angela@hsinship.com
hsinsilkroad@gmail.com

April 1, 2022
Matter No. US385

Timothy S. McGovern

Partner | Attorney at Law
tim.mcgovern@zeilerfloydad.com
mobile: +1 312 545 4994
landline: +1 708 320 0010

URGENT

RE: Cargo discharged from M/V *Nomadic Milde* (HSR03)

Bills of lading nos. HSRNGB2021030018

HSRNGB2021030019

HSRNGB2021030020

HSRNGB2021030104

HSRNGB2021030105

HSRNGB2021030108

Dear Sir/Madam:

We represent AIT Worldwide Logistics ("AIT"). As you are aware, certain containers were loaded aboard the M/V NOMADIC MILDE on or about October 7, 2021, at Ningbo, Peoples Republic of China for shipment to Long Beach, California, pursuant to relevant ocean bills of lading identified herein. AIT is the consignee and notify party on those bills of lading. The shipments have been delayed by over six months through no fault of AIT. AIT has now received Notices of Arrival for the shipments. AIT has also been informed that HSIN Silk Road Shipping ("HSIN") has refused to release the shipments, claiming it is entitled to additional payment in breach of the relevant bills of lading and the agreements of parties involved. AIT has paid all freight and other costs due. It has no additional contractual obligations or duties under the law that require it to make any additional payment.

We demand that HSIN immediately withdraw its request for any additional payment and release the containers and cargo identified on the following bills of lading to AIT, its representatives and/or agents without further delay:

Zeiler Floyd Zadkovich (US) LLP

500 West Madison Street, 10th Floor, Chicago, Illinois, 60661 USA

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ONE GLOBAL TEAM.

FOCUSED ON WHAT YOU DO.

zeilerfloydad.com



NEW YORK
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HOUSTON
SYDNEY

- HSRNGB2021030018
- HSRNGB2021030019
- HSRNGB2021030020
- HSRNGB2021030104
- HSRNGB2021030105
- HSRNGB2021030108

Kindly acknowledge receipt and agreement to the foregoing via return email before 5:00 p.m. (CST) on April 4, 2022. Failing receipt of your response and agreement, we will take such actions as are deemed appropriate and necessary to protect our rights. This demand is without prejudice to any of AIT's claims, rights, causes of action, theories of liability, and arguments, all of which are expressly reserved.

Yours faithfully,

Zeiler Floyd Zadkovich (US) LLP

By: 

Timothy S. McGovern

ONE GLOBAL TEAM.
FOCUSED ON WHAT YOU DO.

zeilerfloydzad.com

EXHIBIT 4

From: 沈海丹 <shd@hsinship.com>

Sent: Wednesday, April 6, 2022 4:12 PM

To: Timothy S. McGovern <tim.mcgovern@zeilerfloydzad.com>; HSLHK <info@hsinship.com>; George Hou <george@hsinship.com>; Angela Xu <angela@hsinship.com>; hsinsilkroad@gmail.com

Cc: Eva-Maria Mayer <eva.mayer@zeilerfloydzad.com>

Subject: 回复:RE: 回复:Re: FW: MV Nomadic Milde (HSR03) - AIT Worldwide Logistics

no

-----原始邮件-----

发件人: "Timothy S. McGovern" <tim.mcgovern@zeilerfloydzad.com>;

发送时间: 2022年4月7日(星期四) 凌晨3:58

收件人: "沈海丹" <shd@hsinship.com>; "HSLHK" <info@hsinship.com>; "George Hou" <george@hsinship.com>; "Angela Xu" <angela@hsinship.com>; "hsinsilkroad@gmail.com" <hsinsilkroad@gmail.com>;

抄送: "Eva-Maria Mayer" <eva.mayer@zeilerfloydzad.com>;

主题: RE: 回复:Re: FW: MV Nomadic Milde (HSR03) - AIT Worldwide Logistics

.qmbx v:* {} .qmbx o:* {} .qmbx w:* {} .qmbx .shape {} .qmbx v : * {} .qmbx o : * {} .qmbx w :
* {} .qmbx .shape {} .qmbx !-- @font-face {font-family:"MS Gothic"; panose-1:2 11 6 9 7 2 5 8 2 4;} @font-face {font-family:"Cambria Math"; panose-1:2 4 5 3 5 4 6 3 2 4;} @font-face {font-family:Calibri; panose-1:2 15 5 2 2 2 4 3 2 4;}
@font-face {font-family:Verdana; panose-1:2 11 6 4 3 5 4 4 2 4;} @font-face {font-family:"Segoe UI Emoji"; panose-1:2 11 5 2 4 2 4 2 2 3;} @font-face {font-family:"Microsoft JhengHei"; panose-1:2 11 6 4 3 5 4 4 2 4;} @font-face {font-family:"@Microsoft JhengHei";} @font-face {font-family:"@MS Gothic"; panose-1:2 11 6 9 7 2 5 8 2 4;} @font-face {font-family:Tahoma; panose-1:2 11 6 4 3 5 4 4 2 4;} /* Style Definitions */ .qmbx p.MsoNormal, .qmbx li.MsoNormal, .qmbx div.MsoNormal {margin:0in; font-size:11.0pt; font-family:"Calibri",sans-serif;} .qmbx a:link, .qmbx span.MsoHyperlink {mso-style-priority:99; color:blue; text-decoration:underline;} .qmbx span.EmailStyle19 {mso-style-type:personal-reply; font-family:"Calibri",sans-serif; color:windowtext;} .qmbx .MsoChpDefault {mso-style-type:export-only; font-family:"Calibri",sans-serif;} @page WordSection1 {size:8.5in 11.0in; margin:1.0in 1.0in 1.0in 1.0in;} .qmbx div.WordSection1 {page:WordSection1;}

Dear Mr. Shen,亲爱的沈先生 ·

I am an attorney for AIT Worldwide Logistics. Further, I represent Cathay Industries USA. I will make this simple for you. Confirm your agreement to immediately release the containers (and cargo) for the following bills of lading and without the unlawful additional charges you have presented:我是AIT Worldwide Logistics的律师。此外，我代表美国国泰工业公司。我会为你简化这个。确认您同意立即放行以下提单的集装箱（和货物），并且没有您提出的非法额外费用：

HSRNGB2021030018

HSRNGB2021030019

HSRNGB2021030020

HSRNGB2021030104

HSRNGB2021030105

HSRNGB2021030108

HSRN断路器GB2021030117

NNSHNOMILV21098 (HSIN file no.

HSRNGB2021030116)

NNSHNOMILV21098 (HSIN 文件编号.HSRNGB2021030116)

My clients will then obtain the containers and the matter will be finished. 然后，我的客户将获得容器，事情将完成。

If you do not agree, we will be filing legal proceedings and obtain the cargo via legal channels and you will incur legal costs. Further we will ask the court to award the damages suffered by AIT and Cathay, plus our attorney fees, costs and interest. 如果您不同意，我们将提起法律诉讼并通过合法渠道获取货物，您将承担法律费用。此外，我们将要求法院裁定AIT和国泰航空遭受的损害赔偿，加上我们的律师费，成本和利息。

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Timothy S. McGovern蒂莫西·麦戈文

Partner | Attorney at Law (Illinois) 合作伙伴 | 律师 (伊利诺伊州)

T T +1 708 320 0010

M M +1 312 545 4994

E E tim.mcgovern@zeilerfloydzad.com


W W zeilerfloydzad.com

ZEILER FLOYD ZADKOVICH 蔡勒·弗洛伊德·扎德科维奇

500 West Madison Street, 10th Floor 西麦迪逊街500号, 10楼

Chicago, Illinois 60661, USA 芝加哥, 伊利诺伊 60661, 美国

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